Medical Center News, Inc. d/b/a Health Care News *and* Jennifer Miller. Case 7-CA-18734

September 13, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING AND HUNTER

On March 16, 1982, Administrative Law Judge Frank H. Itkin issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions[2] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Medical Center News, Inc., d/b/a Health Care News, Detroit, Michigan, its officers, agents, successors and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Insert the following as paragraph 2(b) and reletter the subsequent paragraphs accordingly:

"(b) Expunge from its files any reference to the discharge of Jennifer Miller and notify her in writing that this has been done and that evidence of this unlawful discharge will not be used as a basis for future personnel actions against her."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

[2] The Administrative Law Judge found, and we agree, that Respondent unlawfully discharged Jennifer Miller. In accordance with our decision in *Sterling Sugars, Inc.*, 261 NLRB 472 (1982), we shall order the expunction from Respondent's files of any reference to this discharge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

To engage in self-organization
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
To refrain from the exercise of any or all such activities.

WE WILL NOT discharge, and thereafter refuse to reinstate, any employee in consequence of his or her protected activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of these rights.

WE WILL offer Jennifer Miller immediate and full reinstatement to her former job or, if her former job no longer exists, to a substantially equivalent position of employment, without prejudice to her seniority or other rights and privileges previously enjoyed, and WE WILL make her whole for any loss of pay that she may have suffered by reason of her unlawful discharge, with interest.

WE WILL expunge from our files any references to the discharge of Jennifer Miller and WE WILL notify her that this has been done and that evidence of this unlawful discharge will not be used as a basis for future personnel actions against her.

MEDICAL CENTER NEWS, INC. D/B/A HEALTH CARE NEWS

DECISION

FRANK H. ITKIN, Administrative Law Judge: An unfair labor practice charge was filed in this case on January 8, and an amended charge was filed on January 26, 1981. A complaint issued on February 26, 1981, and a hearing was conducted in Detroit, Michigan, on January 18, 1982. Briefly, the General Counsel alleges that Respondent Employer, Medical Center News, Inc. d/b/a Health Care News, discharged Charging Party Jennifer

Miller on or about December 29, 1980, because Miller had objected at a meeting of employees, called by management, with respect to the Employer's practice of issuing to employees paychecks and then requesting the employees to delay cashing their checks. The General Counsel contends that Miller was then engaged in protected concerted conduct and, consequently, her discharge violated Section 8(a)(1) of the National Labor Relations Act. Respondent Employer denies that it has violated the Act as alleged. Upon the entire record, including my observation of the demeanor of the witnesses, I make the following:

FINDINGS OF FACT

Respondent Employer is engaged in the publication, circulation, and distribution of a weekly newspaper known as Health Care News Detroit. During the year ending December 31, 1980, Respondent Employer, in the course and conduct of this business, derived gross revenues in excess of $250,000. Respondent Employer, during this same period, advertised various nationally sold products, from which advertisements it derived revenues in excess of $2,500. I find and conclude that Respondent Employer is engaged in commerce as alleged in the complaint.

Charging Party Jennifer Miller testified that she started working for Respondent Employer about February 1 or 2, 1980; she "was responsible for . . . selling classified ads . . ."; and she was paid $150 for the "first 300 [column] inches" of commercial advertisements which she "sold" in the Employer's weekly newspaper, plus $0.75 "for every inch above 300 up to 400," and $1 "for every inch beyond that." Miller noted that her weekly "guaranteed minimum" was $150, although her earned commissions always exceeded this "guaranteed minimum."

Charging Party Jennifer Miller, together with some 10 or 11 coworkers, attended a meeting at 6 p.m. on Thursday, December 11, 1980, at the Employer's premises. This meeting was called by management "after work" to discuss, *inter alia*, the Employer's "problem with bad checks." Jennifer Miller testified:

> Woody [Elwood Miller] and [Marc McCulloch], the owners . . . were having a problem with bad checks. The reason for the problem was cash flow. And, I [Jennifer Miller] said, at that time, that there should not be a problem with cash flow because I was selling predominantly most of the ads . . . [and] these people were supposed to be paying regularly . . . . And, they insisted that it was bad cash flow . . . . [T]here was discussion as to the fact that the checks that we were going to get the next day [Friday, December 12] would not be good and we would have to hold them again. And, I was very upset about this. I had been told to hold my checks for a year . . . .

Jennifer Miller further testified: "I said that the bottom line was that the checks shouldn't be bouncing. My feeling was that there had to be some kind of bad Management going on . . . ."

According to Jennifer Miller, "other people questioned . . . the . . . reason . . . about the checks . . . ." However, during this meeting, the company president, Elwood Miller, instructed Jennifer Miller to "go home now." She then "got up and left" the meeting.

Charging Party Jennifer Miller was scheduled to report for work at 9 a.m. on Friday, December 12. The "brakes" on her automobile "were bad" and, as she testified: "I called in and said my brakes were bad and that I was going to stop and get them fixed on the way in."[1]

Jennifer Miller, however, did not get to work that day. She explained: "I banged into the back of a truck . . . as I was coming down onto the main street . . . because the brakes didn't hold."

She admittedly did not "call in again after that" on Friday, December 12. However, on or about Sunday, December 14, one Frank Manning, a friend of Jennifer, telephoned management and "told them that [Charging Party] was in an accident" and "expected to be back in by Wednesday."

Thereafter, on Wednesday, December 17, Charging Party Jennifer Miller telephoned Company President "Woody Miller." Jennifer Miller testified:

> I told him [Elwood Miller] I wasn't feeling any better . . . my jaw was still swollen . . . and, as soon as I could come back to work, I would call him.

It was a "friendly conversation" and "It was left at when I felt better I would contact him."

Charging Party Jennifer Miller recalled that she next spoke with company president, Elwood Miller, on the telephone about December 29 and then "told him that I was feeling better and able to come back to work." According to Jennifer Miller:

> He [Elwood Miller] said he didn't want me to come back to work, and I asked why not. Oh, he said, that he wasn't sure whether or not he wanted me. And I said why not. And he said because I was too disruptive at the meeting. And then he said something about that I had missed too many days . . . .

The two argued briefly and Elwood Miller ultimately told Jennifer Miller that "he would send [her] a copy of the letter" pertaining to her employment.

General Counsel's Exhibit 2 is a letter from Company President Elwood Miller addressed to Jennifer Miller and dated December 29, 1980. The letter states:

> Dear Ms. Miller:
>
> This letter is to inform you that Health Care News is no longer in need of your services as classified advertising representative. This decision was reached with the advice and consultation of the entire Management staff and some of your co-workers. It has been concluded that your presence in the office is disruptive and, though you have demon-

[1] Charging Party "believed" that she then spoke to company president, "Woody" Elwood Miller.

strated above average abilities in your job, your habits of execution have proven unreliable and over emotional. Too often at crucial times.

You have recorded absences on the following dates according to your signatures on the office sign-in sheets.

July: 10, 23, 24 (1/2 day), *25* and 29.
August: 1, *1* and 27.
September: 2, *15*, 16, 17 and 18.
October: *13*, 15, 16, *20*, 21 and 22.

The [italicized] dates are Fridays and Mondays, crucial deadline dates.

Your unmanageable behavior at the December 11 staff meeting caused you to be ejected from the meeting for the benefit of your co-workers.

On Friday, December 12, one of the more crucial days for the classified advertising representative, you failed to show up for work or to call. When I called at approximately 10:30 A.M. I was informed that you had car trouble. I offered to pay your cab fare which you refused.

In the late evening of Sunday, December 14, your friend Frank called me at home to say that you had been in an automobile accident and would be in to work Wednesday.

I have had no other calls from you or anyone from your household until you called on December 29.

While this decision was reached on December 12, I regret that I have been unable to inform you in person as I had intended.

Compare, however, General Counsel's Exhibit 3, a letter from Elwood Miller to counsel for the General Counsel, dated February 27, 1981, which recites, in part:

Jennifer Miller was not terminated for any activities on behalf of herself or her co-workers.

A staff meeting was called on December 11, 1980 to discuss cash flow problems and the resulting problems of meeting payroll. During this meeting Ms. Miller interrupted several times and was generally disorderly to the point of preventing meaningful discussion of the problems at hand. She was asked repeatedly by many of her co-workers and myself to please allow the meeting to continue. She did not and was asked to leave the meeting. I apologized to the staff members present for having to exclude Ms. Miller. The staff members responded that they understood.

After leaving the December 11th meeting Ms. Miller told bookkeeper Felix McNeal that she quit.

When Ms. Miller failed to report to work on time December 12, an important deadline day, I called her at home to ask her to report to work. I was informed that she was having car trouble. I offered to pay cab fare which she refused.

Ms. Miller was not asked to return to Health Care News after failing to report to work on December 12 and numerous times prior (17-1/2 days between July and October) as indicated to her in my letter of December 29, 1980 . . . .[2]

Joseph Massey, previously employed by Respondent Company as circulation manager, testified that Charging Party Jennifer Miller was an "impressive" employee and "a very good salesperson." Massey recalled how his "paychecks" from the Employer also "bounced" and became a "reason . . . to consider looking for other employment." Massey also attended the December 11 meeting called by management, which "related to the fact that our checks were bouncing" and "basically the employees wanted to be informed . . . why . . . ." Massey noted that, prior to this meeting, the employees had discussed this problem. The employees' concern had been related to management and, consequently, management later held the December 11 meeting. Massey recalled that, at the meeting:

They [Management] said, to the nearest recollection, that there was a cash flow problem . . . and that in the past they always made the checks eventually good.

Jennifer Miller, and other employees, "raised questions about the paychecks"—Jennifer Miller persistently asked "why isn't my paycheck any good?" Massey noted that Jennifer Miller asked this question "several times" and she "refused to yield . . . not receiving an answer to this question . . . ." Ultimately, Jennifer Miller was, in effect, "ejected from the meeting"—"they asked her to leave." Massey further explained that he had visited Jennifer Miller after her automobile accident and had observed her injuries.

Felix McNeal, a bookkeeper for Respondent Employer, claimed that, ". . . in the meeting, Jennifer was asking why was her paycheck bouncing while Woody

[2] Jennifer Miller, on cross-examination, denied telling anyone "I quit." Counsel for Respondent was asked at the hearing if it was the Employer's "position" that Miller in fact had "quit." His response was: "not necessarily." Further, Jennifer Miller explained on cross-examination that prior to December 11 she had not received any written or oral reprimands concerning her attendance. Moreover, although the Employer had used "sign-in sheets" to record employee attendance (see Resp. Exhs. 1(a)–1(s)), Jennifer Miller testified that, during her telephone conversation with Elwood Miller on or about December 29, she had explained: "Well, you [Elwood Miller] know, nobody signed in on those sign-in sheets when we were supposed to." Jennifer Miller also testified: "It seems to me that towards the end nobody signed . . . in or out and the sheets were like three or four days old. It was just totally ignored . . . ." In addition, Jennifer Miller acknowledged that, shortly prior to the December 11 meeting, she, together with coworkers and Elwood Miller, went "downstairs in the bar" where she had one drink. She testified, on cross-examination, "I think I had the one drink, and I think you [Elwood Miller] bought it or Jack bought it for everybody. All four of us down there." Finally, on cross-examination, Jennifer Miller stated the "reason" why whe was "told to leave the meeting," on December 11, as follows:

. . . I said publicly at the meeting to people [who] had not been employed there as long as I had, that my checks had bounced, had never been any good in the [year] that I had been working there . . . . And . . . you know . . . we weren't supposed to be talking back and forth between each other about when the checks were bouncing and who had to hold it . . . .

Miller and Marc McCulloch were trying to proceed in . . . some orderly fashion . . . ." McNeal acknowledged that the "meeting was called to discuss paychecks and any gripes or grievances that employees had . . . ." McNeal claimed that, as a consequence of Jennifer Miller's repeated questions, "why are my paychecks bouncing," personnel "were starting to get very upset" and she was "asked to leave." McNeal recalled that during December 1980 "maybe one or two" paychecks would "bounce" each week or pay period. Elsewhere, McNeal claimed that Jennifer Miller "seemed to become disgruntled with . . . something in her life . . . ." McNeal assertedly was unsure what specifically was the source of Miller's dissatisfaction. Finally, McNeal claimed that Jennifer Miller told him, shortly after the December 11 meeting, "she quit." McNeal related this information to Elwood Miller "the next day."[3]

Ann Saunders, previously employed by Respondent as a publisher's assistant, did not attend the December 11 meeting. Saunders explained why:

> Because I had attended some of these meetings prior and had been in conversation with Jennifer and other employees concerning the situation, and because I was directly involved with [Elwood] Miller as his assistant, and knew pretty much what was going to happen at the meeting, and it was going to be on my own time. I felt that I would spare myself of the venting of the spleen, as it were.

On the following day, Friday, December 12, Elwood Miller assertedly instructed Saunders to attempt to "contact" Jennifer Miller. Saunders was unsuccessful. Later, on December 29, Elwood Miller assertedly instructed Saunders to write a letter to Jennifer Miller terminating her. See General Counsel's Exhibit 2. Saunders recalled telling Elwood Miller previously, on December 12, "that it would seem prudent to document everything." Saunders, commencing about December 12, then reviewed "sign-in sheets" and other documents not in evidence. Saunders was asked, "why did it take . . . from the 12th to the 29th . . . to write the letter?" Saunders replied in part: "Woody kept thinking that Jennifer would be returning . . . ." Saunders also claimed that between the 12th and 29th, "two people took over the classified department . . . ." Then, Saunders explained:

> There was no one hired specifically to replace Jennifer. I took half her load and another employee took half her load.

Elsewhere, Saunders also explained that Elwood Miller had received a telephone call from Jennifer Miller on December 29 and, "later that day . . . came to me with this letter. . . ."[4]

> There was a call in the middle that was not particularly coherent. I don't remember anything that was specific about that call except some ranting, and I wouldn't talk to her at that time.

Elwood Miller acknowledged that it is "possible" that Jennifer telephoned him as early as December 17. Then, he claimed: "I don't recall any detailed conversation with Jennifer Miller on that date."

Elwood Miller admittedly never asked Jennifer for "any documentation of her medical situation." He claimed "no knowledge that she had any physical injury at all." Elwood Miller also claimed that Jennifer's "disruption of the meeting of the 11th" "was no part of the reason"— "I don't think that was part of the reason for not having her back . . . ." His "decision to discharge her was assertedly based solely" on "her attendance record and what I thought to be her intention to work." Cf. General Counsel's Exhibits 2 and 3.

I credit the testimony of Jennifer Miller and Joseph Massey, as detailed *supra*. Their testimony is in significant part mutually corroborative. They impressed me as credible, reliable, and trustworthy witnesses. However, on the other hand, I do not credit the testimony of Elwood Miller, Felix McNeal, Ann Saunders, and Latricia Whitlock, insofar as their testimony conflicts with the above testimony of Jennifer Miller and Joseph Massey. The testimony of Elwood Miller, McNeal, Saunders, and Whitlock was, at times, incomplete, vague, evasive, and contradictory. They did not impress me as trustworthy witnesses. In particular, I do not believe Elwood Miller's belated, shifting, and contradictory "reasons" why Jennifer Miller was fired. As discussed below, I am persuaded here instead that the real reason for Jennifer Miller's firing was her forceful, strong, and persistent complaints at the gripe session called by management on December 11 to discuss the fact that the employees could not cash the Employer's bad paychecks. Jennifer Miller's attendance record over her 11 months of employment, her emotional attitude, her failure to communicate with the Employer during her disability, and the related reasons similarly asserted by the Employer for its action here are, on this record, plainly pretextual. Indeed, at one point, the Employer even suggested that Jennifer Miller "quit." Elsewhere, the Employer's letter to Jennifer Miller stating the reasons for her firing omits this alleged reason.

Discussion

Section 7 of the National Labor Relations Act provides that employees "shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for

[3] On cross-examination, McNeal acknowledged that he would not always "remember" to use the "sign-in sheets" (Resp. Exhs. 1(a)-1(s)) and the "sign-in sheets" were "phased out." McNeal also acknowledged that it is illegal under Michigan law to issue paychecks without sufficient funds in the bank.

[4] Also see the testimony of Latricia Whitlock, employed by Respondent in accounts receivable and as supervisor of data control. Whitlock recalled how Jennifer Miller repeatedly asked at the December 11 meeting: "Why do my paychecks bounce?" Whitlock acknowledged that Jennifer Miller "was the most forceful one" in "asking why are my checks bouncing?" Elwood Miller claimed that he had been told on December 12 by Felix McNeal that Jennifer had "quit." He claimed that Jennifer had become "emotional" and "erratic." He had received a telephone call on Sunday, December 14, from a friend of Miller, explaining that she had a "car accident," and claimed that "the only conversation that I recall" after December 12 "that is really of importance was on the 29th." Elsewhere, Elwood Miller testified:

the purpose of collective bargaining or other mutual aid or protection . . . ." Section 8(a)(1) of the Act makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7." The presentation of employee grievances comes within the protection of Section 7 of the Act. As the Sixth Circuit stated in *N.L.R.B.* v. *The Halsey W. Taylor Company*, 342 F.2d 406, 408 (1965):

> We are not concerned in this case with the merit or lack of merit of [the employee's] grievance. But it is clear that Sec. 7 protects his right to utter it as a matter of concerted activity with other employees for mutual aid.

And, as the Second Circuit explained in *N.L.R.B.* v. *Interboro Contractors, Inc.*, 388 F.2d 495, 500 (1967):

> [T]he Board need not find the complaints to be meritorious in order to hold the activity protected, but the fact that the complaints were apparently reasonable does support the conclusion that they were made for legitimate union purposes and were not fabricated for personal motives.

In *Air Surrey Corporation*, 229 NLRB 1064 (1977), the Board, in agreement with the Administrative Law Judge, held that an employee's "action in inquiring at Respondent's bank as to whether Respondent had sufficient funds on deposit to meet its upcoming payroll was protected activity . . . ." The Board noted that "Respondent's paychecks had been repeatedly dishonored and on one occasion the employees had their pay delayed from 1 to 3 days." The Board concluded that, under the circumstances, the employee's "actions clearly encompassed the well being of his fellow employees." The Board found it "unnecessary to consider" whether the employee "actually acted in concert with other employees . . . ." The Sixth Circuit, in denying enforcement of the Board's order (601 F.2d 256 (1979), stated:

> . . . It is clear from the record that [the employee] was acting on behalf of himself and three other employees "for their mutual aid" when he made his inquiries at the bank. Under decisions of the Board and this court such actions would be protected under the Act. See, e.g., *ARO, Inc.* v. *N.L.R.B.*, 596 F.2d 713 (6th Cir. 1979); *N.L.R.B.* v. *Guernsey-Muskingum Electric Cooperative, Inc.*, 285 F.2d 8 (6th Cir. 1960). The record does not, however, display substantial evidence that [the employer] was aware of the concerted nature of the activity when he discharged [the employee].

The credible evidence of record here shows that management, for some time, had been issuing its employees bad paychecks and asking them to delay cashing the checks. The employees were becoming upset. Management, in an attempt to give the employees an opportunity to discuss their gripes and "vent [their] spleen" with respect to this recurring problem, called a meeting of the employees on December 11, 1980. At that meeting, Jennifer Miller and her coworkers complained. Jennifer Miller repeatedly and forcefully confronted the Employer with the fact that for about 1 year she had experienced this problem. She wanted to know "why." Miller was told to leave the meeting and was later fired for this reason. I find and conclude, under all the circumstances, that Miller's conduct was protected concerted activity under Section 7 of the Act. She, with her coworkers, was complaining at a grievance or gripe meeting about the Employer's unlawful practice of issuing bad paychecks. And, it is clear here that Respondent Employer, having called the meeting for this purpose, "was aware of the concerted nature of [this protected] activity . . . ." *Ibid.*

The question remains, however, whether Jennifer Miller was so forceful or upset at this meeting of December 11 so that she, by her statements, rendered her otherwise protected activity beyond the mantle of Section 7 of the Act. In my view, Jennifer Miller, and her coworkers, showed great restraint under the circumstances. Understandably, employees given bad paychecks would, at a meeting called to "vent [their] spleen," do just that. I do not regard Jennifer Miller's statements on December 11 as sufficiently disruptive or improper to remove from her the protection of Section 7 of the Act.

As for the Employer's other alleged reasons for firing Jennifer Miller, I reject them as pretextual. The Employer belatedly cites her attendance record over the prior 5 or 6 months. She had been given no warnings or reprimands about her attendance. Indeed, the incomplete records relied upon were shown to be unreliable. Likewise, her "behavior" was never the subject of any discipline or warning. Indeed, management acknowledged her "demonstrated above average abilities" in her "job." Finally, management argues that she "quit" or did not adequately apprise the Employer of her absence. As stated, I do not credit these and related reasons asserted by Respondent.

I find and conclude that the Employer fired employee Miller on December 29, 1980, because she was protesting forcefully and strongly the Employer's unlawful paycheck practice at a meeting of employees called by management to discuss this complaint, in violation of Section 8(a)(1) of the Act.

Conclusions of Law

1. Respondent is engaged in commerce within the meaning of the Act.
2. Respondent has violated Section 8(a)(1) of the Act by discharging employee Jennifer Miller on or about December 29, 1980, and by thereafter failing and refusing to reinstate her.
3. Such unfair labor practices affect commerce within the meaning of the Act.

The Remedy

Having found that Respondent has violated the Act by unlawfully discharging an employee, and thereafter failing and refusing to reinstate her, I shall recommend that Respondent be required to cease and desist therefrom and from in any like or related manner infringing on employee rights. In addition, I shall recommend that Respondent be required to take certain affirmative action which will effectuate the policies of the Act. I shall recommend that Respondent be required to offer employee Miller immediate reinstatement to her old job or, in the event such job no longer exists, to a substantially equivalent job, and make her whole for any loss of pay she may have suffered by reason of her discharge, by payment to her of a sum of money equal to that which she would have earned, but for her discharge, from December 29, 1980, to the date of an offer of reinstatement, less her net earnings during this period, to be computed in the manner described in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest to be computed as set forth in *Florida Steel Corporation*, 231 NLRB 651 (1977).[5] Respondent will also be directed to post the attached notice.

Upon the basis of the foregoing findings of fact, conclusions of law, and the entire record in this proceeding, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[6]

The Respondent, Medical Center News, Inc. d/b/a Health Care News, Detroit, Michigan, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging employees, or failing or refusing to reinstate them, in consequence of their participation in concerted activity for the purpose of mutual aid and protection.

[5] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Offer employee Jennifer Miller immediate and full reinstatement to her old job or, in the event such job no longer exists, to a substantially equivalent job, and make her whole for any loss of pay she may have suffered by reason of Respondent's action in discharging and failing and refusing to reinstate her, in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its Detroit, Michigan, office copies of the attached notice marked "Appendix."[7] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 7, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[7] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."